

XXIII

INVESTMENT TAX CREDIT

LESSOR hereby gives its consent and grants to LESSEE the right and privilege to apply, pursuant to the appropriate sections of the Internal Revenue Code and regulations thereunder, for any investment tax credit which may be available on the Pizza Hut building to be constructed on the demised premises and the LESSOR agrees to execute all necessary documents as may be required to evidence the consent herein given.

ARTICLE XXIV

MISCELLANEOUS

This lease is contingent upon LESSOR accepting and executing this lease agreement by no later than \_\_\_\_\_ or this lease shall be null and void.

No waiver of any breach of this lease, by LESSOR, shall be considered to be a waiver of any other or subsequent breach. All of the covenants, agreements, provisions, and conditions of this lease shall inure to the benefit of and be binding upon the parties hereto, their successors, legal representatives, and assigns.

Each party agrees to execute upon request a short form of lease for purposes or recordation.

Each party agrees to re-execute this lease at any time upon the request of the other.

It is understood that the leased premises were constructed according to plans supplied by the lessee and that these plans are for the construction of a distinctively styled building which is identified with the business of lessee. Therefore, in the event of the termination of this lease, lessor grants to lessee the right to enter upon the premises within fifteen (15) days of such termination and to make physical changes in the construction features of the building which distinguish the building as a Pizza Hut restaurant operation. Specifically, but not by way of limitation, lessor grants the right to remove the sign and to alter or remove the cupola roof portion and the trapezoidal wall portion separating the windows, providing that the roof and wall portions be replaced with non-distinctive roof and wall portions so as to maintain the building in a condition suitable for use in conducting a restaurant business. It is understood that such items may be changed or removed by lessee at lessee's sole option and expense, it being understood that lessee shall at its cost repair any damage caused thereby.

Have other copies made

ATTEST: Dale H. Peace  
By Ronald D. Watson  
Ronald D. Watson, Asst. Secretary  
Executed: 10-21-75

LESSEE  
J-Mac Pizza Hut, Inc.  
By John H. Songer  
John H. Songer, Vice President

Dale H. Peace  
Barbara A. Boelt

LESSOR  
Vernon E. Sanders

Executed: 12 September 1975

Annie A. P. [unclear]

ATTEST:  
By: Fluella A. Keslow  
Notary Public for South Carolina  
My Commission Expires: 12/13/84

US 500d [Signature]

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